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RICHARD W. WIEKING  
 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

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5 UNITED STATES DISTRICT COURT  
 6 NORTHERN DISTRICT OF CALIFORNIA

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8 ROBERT MICHAEL WILLIAMS,	)	Case No.: CV 07 05956 CRB
	)	
9 Plaintiff,	)	PLAINTIFF'S RESPONSE TO
10 v.	)	MOTION FOR LEAVE TO
11 TRANS UNION, LLC; EXPERIAN	)	WITHDRAW AS COUNSEL FOR
12 INFORMATION SOLUTIONS, INC.; EQUIFAX	)	PLAINTIFF
13 INFORMATION SERVICES, LLC; DISCOVER	)	Hearing date: June 27, 2008
14 FINANCIAL SERVICES, LLC; PINNACLE	)	Time: 10:00 A.M.
15 CREDIT SERVICES, INC.; and ASSET	)	Courtroom: 8, 19 <sup>th</sup> Floor
16 ACCEPTANCE, LLC.	)	Judge: Hon. Charles Breyer
17 Defendants.	)	
18	)	

17 1. In his Motion, Mr. Mark F. Anderson has shown his inability to separate his  
 18 personal feelings from his professional conduct by engaging in baseless and  
 19 unnecessary personal attacks against Plaintiff and his wife.

20 2. Mr. Anderson incorrectly asserts that, "Mrs. Williams professes to have a deep  
 21 understanding of all factual and legal aspects of this action. Mrs. Williams acts as both the  
 22 lawyer for her husband and the person who makes decisions for her husband in this action,"  
 23 when, in fact, Mr. Anderson was unaware of Plaintiff's wife's educational background up  
 24 until two weeks ago. More importantly, Plaintiff directly communicated with Mr. Anderson  
 25 his position regarding all aspects of this litigation. However, Mr. Anderson repeatedly  
 26

1 ignored Plaintiff's directives and acted outside of his authority, and now tenders these untrue  
2 statements maligning Plaintiff and his wife in an apparent attempt to deflect attention for his  
3 unprofessional and unethical conduct. Attached hereto and made a part hereof as **Exhibit**  
4 **"A"** is a Declaration of Plaintiff.

5       3.     In spite of Mr. Anderson's untrue statements in his Declaration, Plaintiff, who  
6 holds a B.S. and M.S. from Yale and an M.D. and Ph.D. from Harvard, is capable of making  
7 his own decisions, and has made his own decisions in this action.

8       4.     The professional relationship between Mr. Anderson and Plaintiff broke down  
9 because of Mr. Anderson's inability to allow Plaintiff to inquire as to the status of this  
10 case, and his inability to accept input in the preparation and presentation of this case on behalf  
11 of Plaintiff, and specifically, for the following reasons:

12             (a)    Mr. Anderson unethically entered into settlement agreements and  
13 dismissed certain Defendants without Plaintiff's knowledge and consent and then forced  
14 Plaintiff to ratify the unacceptable settlements by berating Plaintiff and his wife, engaging  
15 in angry outbursts and verbal abuse, and thereafter, repeatedly refused to provide Plaintiff  
16 with copies of the signed settlement agreements and a breakdown of accounting of the fees  
17 and costs. Since the entirety of settlement funds were retained by Mr. Anderson, Plaintiff  
18 does not know the entire amount paid;

19             (b)    Mr. Anderson made numerous documented errors that even a first year  
20 law student would not make, and when the errors were brought to his attention, he engaged in  
21 angry outbursts, and on rare occasions, he would justify his errors by saying, "I didn't pay any  
22 attention so". Mr. Anderson also made multiple misrepresentations, and he frequently  
23

1 contradicted his own written statements and then engaged in verbal abuse when these  
2 contradictions were brought to his attention;

3 (c) Mr. Anderson refused to conduct proper discovery, and refused to  
4 provide Plaintiff with copies of pleadings, documents and correspondence received from  
5 Defendants, including settlement proposals;

6 (d) Mr. Anderson was frequently rude, disrespectful, unprofessional, made  
7 frequent derogatory remarks about women, and constantly belittled Plaintiff's wife, and he  
8 made impulsive and unilateral decisions against the interests of Plaintiff without ever  
9 consulting with Plaintiff; and

10 (e) Mr. Anderson claimed to know all of the necessary facts of this case  
11 without having made a reasonable inquiry, which led to his making numerous erroneous  
12 assumptions, and then engaging in unjustifiable and abusive attacks when the errors were  
13 brought to his attention.

14 5. Contrary to Mr. Anderson's erroneous assumption, Plaintiff has a new counsel.  
15 However, because of Mr. Anderson's unprofessional conduct, Plaintiff's new attorney has  
16 requested that an order vacating the appearance of Mr. Anderson in this matter be entered  
17 prior to the filing of an appearance by the new counsel on behalf of Plaintiff.

18 6. On April 11, 2008, Plaintiff informed Mr. Anderson that he no longer desired  
19 his services, at which time, Mr. Anderson insisted upon continuing the representation and he  
20 agreed to cease engaging in independent actions against Plaintiff's interests, and to cease  
21 engaging in abusive and unprofessional conduct toward Plaintiff and/or his wife.

22 7. In order to avoid misunderstandings, on April 13, 2008, Plaintiff sent a letter to  
23 Mr. Anderson setting forth his expectations in regard to Mr. Anderson's representation, and  
24

1 asking Mr. Anderson to withdraw if he disagreed. Mr. Anderson stated that he agreed with  
2 the terms set forth in Plaintiff's letter, but, a week later, Mr. Anderson returned to his previous  
3 unprofessional and abusive conduct.

4 8. Since Mr. Anderson was not willing to withdraw from the case and since  
5 Plaintiff was no longer able to tolerate Mr. Anderson's inappropriate behavior, Plaintiff, on  
6 April 25, 2008, contacted Mr. Anderson and demanded that he send settlement letters to each  
7 Defendant to resolve the matter expeditiously in order to allow a quick resolution of both the  
8 within cause, and the representation of Mr. Anderson on behalf of Plaintiff.

9 9. On May 12, 2008, after Plaintiff clearly informed Mr. Anderson the terms  
10 under which he would settle this case against Defendant Pinnacle, Mr. Anderson entered  
11 into a settlement agreement without Plaintiff's knowledge and consent, and then attempted to  
12 force Plaintiff to sign the settlement agreement dismissing Defendant Pinnacle in exchange  
13 for Defendant Pinnacle providing a signed declaration containing untrue statements, which  
14 statements Mr. Anderson knew to be untrue, and then expressed an intention to use the  
15 declaration against one of the Defendant in this action. Because Plaintiff was uncomfortable  
16 with Mr. Anderson's actions and the untrue statements, Plaintiff informed Mr. Anderson that  
17 the attorney/client relationship was terminated on May 12, 2008.

18 10. For the reasons stated above, Plaintiff respectfully requests that this Court grant  
19 Mr. Anderson's request to withdraw his Appearance as counsel for Plaintiff.

20 Dated: May 15, 2008

21 Respectfully Submitted,

22 By:   
23 Plaintiff Robert Michael Williams



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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ROBERT MICHAEL WILLIAMS, ) Case No.: CV 07 05956 CRB  
Plaintiff, )  
v. ) DECLARATION OF ROBERT  
TRANS UNION, LLC; EXPERIAN ) MICHAEL WILLIAMS IN SUPPORT  
INFORMATION SOLUTIONS, INC.; EQUIFAX ) OF HIS RESPONSE TO MOTION  
INFORMATION SERVICES, LLC; DISCOVER ) FOR LEAVE TO WITHDRAW AS  
FINANCIAL SERVICES, LLC; PINNACLE ) COUNSEL FOR PLAINTIFF  
CREDIT SERVICES, INC.; and ASSET )  
ACCEPTANCE, LLC. ) Hearing date: June 27, 2008  
Defendants. ) Time: 10:00 A.M.  
 ) Courtroom: 8, 19<sup>th</sup> Floor  
 ) Judge: Hon. Charles Breyer  
 )  
 )

I, Robert Michael Williams, on oath depose and declare as follows:

1. I am the Plaintiff in the within cause of action.

2. Mr. Anderson was unaware of my wife's educational background up until two weeks ago, and more importantly, I directly communicated with Mr. Anderson my position regarding all aspects of this litigation. However, Mr. Anderson repeatedly ignored my directives and acted outside of his authority, and now tenders these untrue statements maligning me and my wife in an apparent attempt to deflect attention for his unprofessional and unethical conduct.

3. The professional relationship between Mr. Anderson and I broke down because of Mr. Anderson's inability to allow me to inquire as to the status of this case, and his

1 inability to accept input in the preparation and presentation of this case on my behalf, and  
2 specifically, for the following reasons:

3 (a) Mr. Anderson unethically entered into settlement agreements and  
4 dismissed certain Defendants without my knowledge and consent and then forced me to ratify  
5 the unacceptable settlements he independently made by berating me and my wife, engaging  
6 in angry outbursts and verbal abuse, and thereafter, repeatedly refused to provide me with  
7 copies of the signed settlement agreements and a breakdown of accounting of the fees and  
8 costs. Since the entirety of settlement funds were retained by Mr. Anderson, I do not even  
9 know the entire amount paid;

11 (b) Mr. Anderson made numerous documented errors that even a first year  
12 law student would not make, and when the he errors were brought to his attention, he engaged  
13 in angry outbursts, and on rare occasions, he would justify his errors by saying, "I didn't pay  
14 any attention so". Mr. Anderson also made multiple misrepresentations, and he frequently  
15 contradicted his own written statements and then engaged in verbal abuse when these  
16 contradictions were brought to his attention:

18 (c) Mr. Anderson refused to conduct proper discovery, and refused to  
19 provide me with copies of pleadings, documents and correspondence received from  
20 Defendants, including settlement proposals;

22 (d) Mr. Anderson was frequently rude, disrespectful, unprofessional, made  
23 frequent derogatory remarks about women, and constantly belittled my wife, and he made  
24 impulsive and unilateral decisions against my interests without ever consulting with me; and

25 (e) Mr. Anderson claimed to know all of the necessary facts of this case  
26 without having made a reasonable inquiry, which led to his making numerous erroneous

1 assumptions, and then engaging in unjustifiable and abusive attacks against me and/or my  
2 wife when the errors were brought to his attention.

3 4. I have a new counsel, but because of Mr. Anderson's unprofessional conduct,  
4 the new counsel has requested that an order vacating the appearance of Mr. Anderson in this  
5 matter be entered prior to the filing of an appearance on my behalf.  
6

7 5. I was exhausted with Mr. Anderson's constant unjustifiable attacks. So on  
8 April 11, 2008, I informed Mr. Anderson that I no longer desired his services, at which time,  
9 Mr. Anderson insisted upon continuing the representation and he agreed to cease engaging in  
10 independent actions against my interests, and to cease engaging in abusive and unprofessional  
11 conduct.  
12

13 6. In order to avoid misunderstandings, on April 13, 2008, I sent a letter to Mr.  
14 Anderson setting forth my expectations in regard to his representation, and asking him to  
15 withdraw if he disagreed. Mr. Anderson stated that he agreed with the terms set forth in my  
16 letter, but, a week later, he returned to his previous unprofessional and abusive conduct.  
17

18 7. Since Mr. Anderson was not willing to withdraw from the case and since I was  
19 no longer able to tolerate Mr. Anderson's inappropriate behavior, on April 25, 2008, I  
20 contacted Mr. Anderson and demanded that he send settlement letters to each Defendant to  
21 resolve the matter expeditiously in order to allow a quick resolution of both the within cause,  
22 and the representation of Mr. Anderson on my behalf.  
23

24 8. After I clearly and repeatedly informed Mr. Anderson the terms under which I  
25 would settle this case against Defendant Pinnacle, on May 12, 2008, Mr. Anderson entered  
26 into a settlement agreement without my knowledge and consent, and then attempted to force  
27 me to sign the settlement agreement dismissing Defendant Pinnacle in exchange for  
28

1 Defendant Pinnacle providing a signed declaration containing untrue statements, which  
2 statements Mr. Anderson knew to be untrue, and then expressed an intention to use the  
3 declaration against one of the Defendant in this action. Because I was uncomfortable with  
4 Mr. Anderson's actions and the untrue statements, I informed Mr. Anderson that the  
5 attorney/client relationship was terminated on May 12, 2008.  
6

7 I declare under penalty of perjury under the laws of the United States that the  
8 foregoing is true and correct.  
9

10 Dated: May 15, 2008

Respectfully Submitted,

11 By: Robert Michael Williams  
12 Plaintiff Robert Michael Williams  
13

ORIGINAL

1 **PROOF OF SERVICE**

2 *William v. Trans Union, et. al.*  
3 *Case No. CV 07 05956 CRB*

4 I am employed in the County of Alameda, State of California. I am over the age of  
5 18 and not a party to the within action.

6 My address is 3716 Dragoo Park Drive, Tracy, CA 95356.

7 On May 15, 2008, I served the foregoing document described as: **PLAINTIFF'S**  
8 **RESPONSE TO MOTION FOR LEAVE TO WITHDRAW AS COUNSEL FOR**  
9 **PLAINTIFF; DECLARATION OF ROBERT MICHAEL WILLIAMS IN SUPPORT**  
10 **OF HIS RESPONSE TO MOTION FOR LEAVE TO WITHDRAW AS COUNSEL**  
11 **FOR PLAINTIFF; AND MANUAL FILING NOTIFICATION** on all interested parties in  
12 this action by facsimile transmission, without error, and by placing a true copy thereof in a  
13 sealed envelope with first class postage fully prepaid, and depositing same in the U.S. Mail  
14 receptacle located at Santa Rita Road and Dublin Boulevard in Dublin, California, properly  
15 addressed as follows:

16 **PLEASE SEE ATTACHED SERVICE LIST**

17 I am readily familiar with the practice of collection and processing correspondence for  
18 mailing. Under that practice, it would be deposited with United States Postal Service on that  
19 same day with postage thereon fully prepaid before the hour of 5:00 p.m., in the ordinary  
20 course of business. I am aware that on motion of party served, service is presumed invalid if  
21 postal cancellation date or postage meter date is more than 1 day after date of deposit for  
22 mailing in affidavit.

23 I declare under penalty of perjury under the laws of the United States that the  
24 foregoing is true and correct.

25 Executed on May 15, 2008.

26   
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28 Marlene Mourer

## **SERVICE LIST**

*William v. Trans Union, et. al., Case No. CV 07 05956 CRB*

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